

SPONSORSHIP AGREEMENT

This agreement is made and entered into on January 1, 2013 by and among **The Coca-Cola Company**, a Delaware corporation, acting by and through **Coca-Cola North America**, with an address of One Coca-Cola Plaza, Atlanta, Georgia 30313 (the "**Company**"), **Coca-Cola Refreshments USA, Inc. d/b/a Coca-Cola Bottling Company of New England**, with an address of 9 B Street, Needham Heights, Massachusetts 02194 (the "**Bottler**") (Bottler and Company are collectively referred to herein as "**Sponsor**"), and the **University of Massachusetts Boston**, a public institution of higher education and agency of the Commonwealth of Massachusetts with an address of 100 Morrissey Blvd., Boston, MA 02125 (UMass Boston ") collectively (the "**Parties**") individually, (a "**Party**"), (the "**Agreement**").

Whereas, Sponsor has been awarded the contract to be UMass Boston's exclusive supplier of Beverages (as defined below) in response to UMass Boston's Bid entitled "Exclusive Beverage Rights on the University of Massachusetts Boston CB13-MK-0001;" and

Whereas, the Parties wish to set forth the terms and conditions in which Sponsor will be the exclusive Beverage sponsor of UMass Boston, with Campus-wide Beverage availability rights and marketing rights.

Now Therefore, in consideration of the terms, conditions, and covenants contained herein and for other valuable consideration, the Parties, intending to be legally bound, agree as follows:

1. **Definitions.** All defined terms used in this Agreement and not otherwise defined shall have the meanings set forth on Exhibit 1, entitled "Glossary of Defined Terms" to this Agreement.
2. **Term.** This Agreement shall take effect on January 1, 2013 (the "**Effective Date**") and expire on December 31, 2017 (the "Initial Term"). The Initial Term of this Agreement may be extended by written amendment for one (1) or two (2), concurrent two-year terms under the same terms and conditions as provided in this Agreement, (each an "Extended Term") at the sole discretion and option of UMass Boston. UMass Boston will provide Sponsor with written notice of UMass Boston's intent to exercise its option no later than ninety (90) calendar days prior to the expiration of the Initial or Extended Term. The Initial Term or any Extended Term of this Agreement may be terminated earlier by the Parties in accordance with the terms of this Agreement. The "Initial Term" and "Extended Term" shall collectively be called the "Term."
3. **Grant of Beverage Availability Rights and Beverage Merchandising Rights.** Subject to the Agreed upon Exceptions set forth in Section 4 below and in the Agreement, UMass Boston grants the following exclusive Beverage availability and Beverage merchandising rights as set forth below:

A. Beverage Availability Rights.

- (i) Subject to any exclusions provided in this Agreement, UMass Boston grants Sponsor the exclusive right to make Beverages available for sale and distribution on the Campus and Sponsor shall have the obligation to make Beverages available for sale and distribution in amounts reasonably deemed necessary to serve UMass Boston's needs. All Beverages sold, dispensed, served, distributed marketed or promoted on the Campus in connection with UMass Boston will be Products. Sponsor shall have the right and obligation to provide all Beverages sold at athletic contests (i.e., concession stands, sales in stands (hawking) or other means), booster club, activities, and all other special events conducted on Campus ("Special Events"). UMass Boston agrees that it shall, or shall cause its Concessionaires to, purchase its complete requirements of Products for the Campus from Sponsor. UMass Boston will make the Products available in all package forms, through fountain dispensing, hawking, vending or any other means agreed upon by Sponsor and UMass Boston. UMass Boston will use its reasonable good faith efforts to maximize the sale and distribution of Company Beverages on Campus.
- (ii) The Parties acknowledge that UMass Boston currently has a Concessionaire operating on the Campus, and that Concessionaire has an agreement with Sponsor that describes the terms for Beverage pricing provided by Sponsor to that Concessionaire. The Parties agree that such terms will apply and the Concessionaire will purchase all such Products as set forth in Sponsor's existing agreement with the Concessionaire. If during the Term UMass Boston engages a Concessionaire(s) to operate on the Campus that does not have an agreement with Sponsor, then Sponsor will separately negotiate terms for Beverage prices with such Concessionaire,. Further, to the extent that UMass Boston during the Term has self-operated Beverage concessions, then UMass Boston and Sponsor shall negotiate pricing for those Products at such time, unless said self-operated Beverage concessions are exempt from the definition of "Beverage" or "Beverages" as defined in Exhibit 1.
- (iii) Sponsor shall have the right to install and maintain vending machines on Campus for dispensing the Products, provided, however that Sponsor shall work with UMass Boston to identify optimal locations for such vending machines and Sponsor shall obtain UMass Boston's approval of all locations and number of vending machines at a location prior to Sponsor's installation of such vending machines. UMass Boston reserves the right to specify locations, including the minimum and maximum number of locations, minimum and maximum number of vending machines at a location, or to request removal of machines at any point during the Term of the Agreement. UMass Boston shall provide Sponsor with such heat, water, electricity, and ventilation devices as are necessary to operate the vending machines. Sponsor shall not allow its employees, agents, or servants to remove, alter, or make changes in any University owned-equipment or premises without the prior express approval of UMass Boston.

B. Marketing Rights.

- 1. UMass Boston grants to Sponsor the following specific promotional rights, which are exclusive as to Beverages:

- (a) Market and promote the Products in connection with UMass Boston, the Campus, and the Teams as provided in this Agreement and subject to any exclusion in the Agreement.
 - (b) Use, subject to Section 3, UMass Boston's Marks at a \$1000.00 royalty fee. The Royalty Fee is included in the Sponsorship Fees. UMass Boston acknowledges and agrees that such promotional activities may be conducted in conjunction with Sponsor's customers; as such Sponsor shall have the right to incorporate its customers' marks, logos and/or branded products with UMass Boston Marks on advertising, point-of-sale, packaging or premium items or materials. UMass Boston hereby grants Sponsor a license to use UMass Boston Marks on a royalty-free basis for the purposes of promoting Products as provided in this Agreement in accordance with the terms and conditions of the University of Massachusetts Licensing and Trademark Agreement Exhibit 3, which is incorporated herein and made a part of this Agreement, at no additional royalty fee for the purposes of promoting Products as provided herein.
 - (c) Refer to Sponsor in any of Sponsor's marketing materials as a "sponsor" of the Campus, UMass Boston, and/or the Teams, and refer to any brand of Products applicable under this Agreement in any of Sponsor's marketing materials as the "official" soft drink, sports drink, tea, juice or juice drink or other beverage of the Campus, UMass Boston, and/or the Teams.
 - (d) Undertake Beverage promotions at or in connection with the Campus and/or the Teams, including offering Products in promotional packaging bearing UMass Boston's Marks at no additional royalty fee.
- 2. UMass Boston grants to Sponsor the following exclusive beverage merchandising rights:
 - (a) UMass Boston agrees that all Beverages served, sold, or dispensed at concession locations in which Products are served to customers on the Campus in disposable vessels (including Beverages sold, served, or made available in locker rooms and players' benches) shall be served in Approved Cups.
 - (b) Materials promoting the Products at the point-of-sale on Campus shall be clearly visible to the purchasing public and shall be displayed in a manner and location acceptable to Sponsor and UMass Boston.
 - (c) If space for any trademarks or logos is available on the menu boards, then Product trademarks will be prominently displayed in a priority position on each menu board on Campus at the cost of either Sponsor or the dining vendor.
- 3. UMass Boston shall have the right to pre-approve (i) the concept for any promotional activity undertaken hereunder and (ii) any artwork or other items

created by Sponsor for use in promotional activities or otherwise in accordance with the terms of this Agreement and that incorporate any of UMass Boston Marks. UMass Boston agrees that its approval hereunder shall not be unreasonably withheld or delayed.

4. UMass Boston agrees that it shall not, directly or indirectly, (nor shall UMass Boston permit anyone to whom UMass Boston has granted promotional, advertising or other rights) maintain any agreement pursuant to which any Competitive Products are sold on the Campus, or to which Competitive Products are sold to or by the Teams that creates a business relationship among UMass Boston, the Campus or the Teams and any Competitive Product, except Broadcasting. For further specificity, and not by way of limitation, and subject to the permitted exceptions in Section 3, UMass Boston agrees that no permanent or temporary advertising, signage, or trademark visibility for Competitive Products will be displayed or permitted anywhere on the Campus. Nothing contained herein shall prevent on Campus consumption of Competitive Products purchased outside the Campus.

5. University of Massachusetts Licensing and Trademark Agreement.

Sponsor shall seek prior approval from the University of Massachusetts Licensing and Trademark Office for all uses of the University of Massachusetts' names, logos and/or trademarks in all promotional and advertising material, including but not limited to, newspaper advertising, radio, and TV ads, handouts, brochures, catalogs, store signage, eCommerce sites, mailings and posters. Approval will not be unreasonably withheld by the Licensing Office. Sponsor shall execute the University of Massachusetts' Licensing and Trademark Agreement to Use Certain Marks of the University of Massachusetts, said License Agreement is attached hereto and incorporated herein as Exhibit 3. Subject to the terms of the University of Massachusetts' License and Trademark Agreement and approval by the University Licensing Office, the University of Massachusetts grants Sponsor the right to use UMass Boston's seal, logotype, and associated trademarks and service marks for the limited purposes of promoting Products within the context of promotional activities. As set forth in the University of Massachusetts' Non-exclusive License Agreement to use Certain Marks of the University of Massachusetts, UMass Boston represents and warrants that it is the sole and exclusive owner of all right, title and interest in and to UMass Boston's Marks (including, without limitation, the goodwill associated therewith) and Sponsor's use of UMass Boston's Marks pursuant to this Agreement or the University of Massachusetts License and Trademark Agreement will not infringe on the rights of any third parties.

C. Exceptions to Exclusivity.

Company and Bottler agree that the following items are exempt from Company's and Bottler's right to exclusivity and that UMass Boston and certain competitive suppliers shall have an unlimited right to make items available for sale, consumption, or distribution on Campus, whether or not in connection with UMass Boston.

- (1) fresh brewed (hot, chilled, or iced) coffee and tea.

- (2) bulk spring water "bubblers" dispensed through water coolers.
- (3) tap or filtered water dispensed through publically accessible faucets or fountains on Campus
- (4) milk
- (5) Special Promotional Events as provided in Section 4, recognized student organizations, including sororities and fraternities, sponsoring their own events on Campus.

UMass Boston recognizes that Sponsor has paid valuable consideration to ensure an exclusive associational relationship with UMass Boston, the Teams, UMass Boston Marks, and the Campus with respect to Beverages and that any dilution or diminution of such exclusivity seriously impairs Sponsor's valuable rights. Accordingly, UMass Boston will promptly oppose Ambush Marketing and take all reasonable steps to stop Ambush Marketing and to protect the exclusive associational rights granted to Sponsor by UMass Boston in this Agreement. In the event any such Ambush Marketing occurs during the Term, each Party shall notify the other Parties of such activity immediately upon learning thereof. Ambush Marketing is defined in Exhibit 1 to this Agreement.

4. *Special Promotional Events.* During the Term, temporary signage (e.g., banners) for Competitive Products may be displayed on Campus during Special Promotional Events (as defined below); provided, however, that (i) Sponsor's marketing, advertising, and promotional rights under this Agreement will not otherwise be materially affected during any such Special Promotional Event(s), (ii) Competitive Products will not be sold, distributed, dispensed, sampled, served, or otherwise made available during any such Special Promotional Event(s), (iii) Blockage of any signage Sponsor may have on Campus will not occur during any such Special Promotional Event(s), except for incidental Blockage due to the construction and/or placement of a person, stage or other structure necessary to and actually used during the Special Promotional Event(s), and (iv) all temporary signage for Competitive Products will be promptly removed from the Campus upon the conclusion of the Special Promotional Event(s).

"Special Promotional Events" means sporting events, commencement and recruitment events, concerts, theatrical, instrumental, musical, or comedic performances, conventions, trade shows, and/or other events occurring on the Campus and having a duration of three (3) or less days, unless mutually agreed upon by the Parties. Each of the above also must meet the following additional requirements: (a) the event must be sponsored by a manufacturer, distributor, or marketer of Competitive Products under a sponsorship agreement with the owner or operator of the subject event (e.g., the NCAA or UMass Boston's intercollegiate athletics conference, a concert or theatrical production company, or a trade show or convention production company,), but not with UMass Boston or its agents; and (b) the sponsorship agreement referred to above must require on-site advertising for such Competitive Products.

The private, personal consumption of Competitive Products by players, coaches, musicians, actors, comedians, or other entertainment personalities appearing and performing on Campus or by students and other individuals during events sponsored by recognized student organizations, including sororities and fraternities on Campus is allowed and will not be considered a Special Promotional Event. UMass Boston will provide Sponsor with prior written notice of each event which UMass Boston intends to designate as a Special Promotional Event;

and also will use its best efforts to provide such written notice to Sponsor at least thirty (30) calendar days prior to the subject event. The failure of UMass Boston to provide said written notice shall not prevent the event from going forward.

Sponsor acknowledges and agrees that UMass Boston shall have the right to block or obscure (either physically or electronically) any Sponsor Advertising or other signage during certain events on the Campus if UMass Boston is obligated to do so pursuant to any requirement imposed by any agreement with the National Collegiate Athletic Association ("NCAA") or any of UMass Boston's affiliated athletic conferences or leagues, or in connection with any non-UMass Boston sponsored event held on the Campus.

5. Agreement Re-Opener upon Increased Sales Growth. Both Parties agree to review sales volume annually. If Product sales grow to a significant level that could be mutually agreed upon later, both parties agree to re-open agreement negotiations.

6. Consideration. For the rights described herein, UMass Boston will receive the following consideration:

6.1 Up-Front Fee. A one-time fee in the amount of Fifty Thousand Dollars (\$50,000) will be paid by Bottler to UMass Boston within sixty (60) days after the execution of this Agreement provided Company and Bottler have received an invoice for the Upfront Fee from UMass Boston. The Upfront Fee shall be deemed earned evenly over the entire Term.

6.2 Sponsorship Fees. Bottler shall pay Sponsorship Fees to UMass Boston in the amount of One Hundred and Twenty Thousand Dollars (\$120,000) per Agreement Year. The Sponsorship Fees shall be paid as follows: for Agreement Year One within sixty (60) days of the full execution of this Agreement and for each of the remaining Agreement Years before January 1 of the beginning of each Agreement Year. UMass Boston shall provide Bottler with an invoice for the Sponsorship Fees at least sixty (60) days prior to the due date of each payment required hereunder. Sponsorship Fees will be earned evenly over the entire Term.

6.3 Debit Card System Payment. Bottler will make a one-time payment of Forty Thousand Dollars (\$40,000) to UMass Boston within sixty (60) days after the execution of this Agreement for UMass Boston to use toward the purchase of a debit card system. Debit Card System Payment will be earned evenly over the entire Term.

6.4 Marketing-In Kind Support. Each Agreement Year Bottler will provide marketing-in kind support to UMass Boston valued at Eleven Thousand Dollars (\$11,000), as determined in good faith by Bottler, for mutually-agreed marketing programs designed to promote and increase Beverage sales on Campus, which may include, without limitation, support of marketing programs, Campus recycling initiatives, energy conservation initiatives, and Product donations. This support will be managed by Bottler and does not obligate Bottler to make any payments to UMass Boston for this support.

6.5 POWERADE Sideline Support. UMass Boston acknowledges that Bottler has already provided the following to the Athletics Department: 6-ten gallon coolers; 6-five gallon coolers; 2-sixty quart wheeled ice chests; 300-thirty two ounce squeeze bottles; and 5 cases- POWERADE powder/12 pouches per case.

6.6 Rebates. Bottler will pay UMass Boston a rebate of One Dollar (\$1.00) for each 24 count standard physical case (\$0.50 for each 12 count case) of direct delivery and full service vending Product purchased and paid for by UMass Boston for sale at the Campus during the

Term (the “Rebates”). The Rebates shall be paid annually, in arrears, within sixty (60) days after the end of each applicable Agreement Year in which the Rebates were earned, and will be based on Sponsor’s case sales records. Rebates shall not be earned for full service vending sales of Minute Maid juices and energy drinks.

- 6.7 Commissions and Vend Rates. Bottler shall pay UMass Boston commissions on full-service Beverage vending sales based on the following rates and initial vend prices:

<u>Product</u>	<u>Vend Price</u>	<u>Commission Rate</u>
20 oz. KO Carbonated, Minute Maid	\$1.50	20%
20 oz. DASANI	\$1.50	20%
20 oz. vitaminwater	\$2.00	20%
20 oz. POWERADE	\$1.75	20%
15.2 oz. Minute Maid	\$1.75	20%
16 oz. Energy Drinks	\$2.50	20%
12oz KO carbonated, Minute Maid	\$1.00	20%

Parties agree, that in Agreement Year three, Bottler will increase the vend price by an additional twenty-five cents (\$0.25).

Commissions are calculated and paid at the rates set forth above based upon cash collected, after deducting taxes, deposits, recycling fees, other government-mandated fees, communication charges and credit and debit card fees, if any. Commissions shall not be payable on any sales from vending machines not filled or serviced by Bottler. Bottler may adjust the Vend prices and/or commission rates on an annual basis as necessary to reflect changes in its costs, including cost of goods, manufacture or delivery. Commissions will be paid directly to UMass Boston on or about the 20th of each month following the month in which they are earned, with an accounting of all sales and monies in a form reasonably satisfactory to and shall become immediate property of UMass Boston.

- 6.8 UMass Boston agrees that the payments and other consideration described in this Section 8 are the sole consideration due for the rights granted to Sponsor under this Agreement and no other fees or other consideration will be charged.

7. *Equipment and Service.*

A. Beverage Dispensing and Other Equipment.

Equipment Leased at no Charge, Service and Commodities. As described below, Sponsor shall lease, without charge, to UMass Boston all necessary dispensing/selling Equipment for Products on the Campus during the Term of this Agreement, based upon Sponsor’s survey of the Campus’ needs. Sponsor shall also install and maintain at Sponsor’s sole cost and expense all Equipment on the Campus for the dispensing of Product during the Term of the Agreement. Sponsor shall ensure that:

1. All Equipment installed will meet the specifications published by the United States Food and Drug Administration and the National Sanitation Foundation, have UL or similar approval, and comply with all federal, state and local laws, regulations, and ordinances. Energy conservation is of the utmost concern to

UMass Boston. Installation of EnergyStar Equipment is essential. UMass Boston will supply at its expense, electrical power, water and other utilities reasonably required for the operation of the Equipment. Any additional utility requirements and the installation of additional utility equipment by Sponsor must be pre-approved by UMass Boston in writing. Sponsor agrees to work with UMass Boston in developing ways to reduce energy consumption of the Equipment provided by Sponsor. Sponsor will upgrade Equipment as new or more popular Equipment becomes available.

2. During the Term of this Agreement Sponsor will provide, at no charge to UMass Boston, preventative maintenance and service to the Equipment. Sponsor will service and stock, if necessary, (a) the Equipment and (b) any additional Equipment determined by the Parties to be installed at any new locations on the Campus.
3. The Equipment may not be removed from the Campus without Sponsor's written consent, and UMass Boston agrees not to encumber the Equipment in any manner or permit other equipment to be attached thereto except as authorized by Sponsor. Removal of Equipment upon the occasion of termination or expiration of the Agreement will be handled expeditiously and in cooperation with the University, and where applicable, the food services contractor, and any successor vending contractor. Within thirty (30) business days of the termination or expiration of the Agreement, Sponsor shall remove all Equipment from the Campus at no cost or expense to UMass Boston.
4. Sponsor will provide all automatic vending and related equipment necessary to provide quality refreshment service which will be placed in areas designated by UMass Boston. UMass Boston retains the right, with reasonable notice, to request a change in location or total removal of vending equipment if deemed appropriate. UMass Boston also retains ultimate control over the hours of operation and access to vending machine areas. Sponsor shall provide vending machines as provided below:
 - (a) All vending machines installed will meet the specifications published by the United States Food and Drug Administration and the National Sanitation Foundation, have UL or similar approval, and comply with all federal, state and local laws, regulations, and ordinances. In addition, Sponsor shall perform the following:
 - (i) Clean the outside of machines as they are serviced with green cleaning products;
 - (ii) Where possible clean up any spillage and/or overflows caused by malfunctions and/or servicing with green cleaning products;
 - (iii) Remove from the vending machine area all cartons, trash, or refuse of any nature whatsoever that may accumulate and arise from the servicing of the vending machines; in particular, all food and drink products of any nature which are removed from the vending machines which have not been discarded in the waste

receptacles located in the vending machine areas or other parts of the or buildings on Campus; and

- (iv) Perform routine cleaning procedures on the interior of the vending machines and, during vacation periods perform a major and detailed cleaning of all machines, both exterior and interior. Where possible use green cleaning products.
- (v) Willfully cooperate at all times with UMass Boston, its agents, and representatives in the testing of the vending machines or devices and/or Products for the purpose of determining adherence to proper health and sanitation standards.
- (vi) Authorizes all Health and Sanitation agencies, public and private, local and State, to make available to UMass Boston at its request any and all Sponsor information regarding Health and Sanitation reports and inspections.
- (vii) Remove all potentially hazardous food, as defined in Article X (Massachusetts State Sanitary Code), from the vending machines after a period of 48 hours and replace the Products with fresh, new Products, and further, all potentially hazardous Products shall be dated with a coding system, which shall be supplied to UMass Boston with any required explanation.

(b) All vending machines must be built with the minimal amount of harmful refrigerants by using the latest benign refrigerants, insulating foams, *etc.*, with no reduction in performance.

(c) Vending machines shall be new or like new, modular in appearance, comparable in style, color, and model in order to provide standardization and uniformity of appearance. The design and construction of the vending machines will remain in compliance with the National Automatic Merchandising Association's ("NAMA") standard for the sanitary design and construction for food and Beverage vending machines. Vending machines shall also utilize vandal-proof mechanisms and have the capability of accepting coins, bills and credit/debit cards as a form of payment. All vending machines shall be equipped with a mechanical reset meter or an electronic totalizer device which can be manually reset. Vending machines will be subject to the approval of UMass Boston and UMass Boston's primary food services contractor. Volume or weight changes may be made only with prior written approval of UMass Boston.

(d) The vending machines installed must be both right-sizing machines to fit in a variety of locations; and EnergyStar models, with low power mode features or equivalent, such as vending miser sensors, timers, or display counters for energy conservation. Sponsor will provide the energy requirement information of each vending machine installed to UMass Boston.

(e) The vending machines installed must be reverse vending machines, which accept all bottles and cans sold under this Agreement.

- (f) The vending machines must be adaptable to accept a variety of Campus cards systems or cash back.
 - (g) The vending machines, where applicable, will use certified biodegradable and compostable drink Approved Cups and lids for composting.
 - (h) The vending machines shall contain a variety of healthy, sustainable, and nutritious Product options.
5. Vending prices for Products sold through vending machines as of the beginning of the Term shall be as set forth in Exhibit 4 attached hereto and shall remain fixed for the 2 years of the Term. Vend rates will increase by an additional twenty-five cents (\$0.25) in Agreement Year three. Thereafter, any future price increase requests by Sponsor must be submitted in writing to UMass Boston no later than September of each year and if approved will only be allowed to be implemented in July of each year. Sponsor shall provide UMass Boston a detailed explanation in support of its request for any price increases. However, UMass Boston will have complete discretion to approve or deny any price increase requested by Sponsor, provided such request will not be unreasonably denied. The Parties agree that Sponsor's requests to increase vend prices shall not be denied so long as the increases in vend prices will keep the vend prices on the Campus consistent with vend prices at other education accounts in the geographic region of UMass Boston.
 6. Sponsor shall utilize Beverage containers that can be recycled and/or composted. Sponsor shall utilize zero-waste practices during the Term.
 7. Sponsor shall be responsible for collecting, for its own account, all cash monies from the vending machines and for all related accounting for all cash monies collected therefrom. Each vending machine shall return proper change and provide other features as may be beneficial to the users. Sponsor shall put in writing and display on or near the vending machines convenient steps necessary for users to claim money lost due to a machine malfunction, failure or breakdown of any kind. This procedure must be reviewed and accepted by UMass Boston prior to posting and must indicate a convenient process for refunds and a number of refund locations throughout the Campus. The Sponsor shall provide UMass Boston with an organization chart and a clearly written escalation procedure in the event Sponsor fails to perform under this subsection of the Agreement. UMass Boston agrees to provide reasonable assistance to Sponsor in apprehending vandals. Sponsor shall not be obligated to pay commissions as provided in this Agreement on documented revenue losses resulting from vandalism or theft of Product with respect to any vending machines on the Campus.
 8. Company shall provide post-mix equipment (and related equipment) and service pursuant to the terms of Company's separate agreement(s) with UMass Boston's Concessionaire(s), as amended or renewed from time-to-time during the Term. If UMass Boston (i) selects a Concessionaire that does not have an agreement with the Company or (ii) elects to self-operate the food and beverage operations on the Campus, Company and UMass Boston (or Company and such Concessionaire) shall mutually agree upon the terms under which equipment and

service will be provided by Company to UMass Boston. Notwithstanding the foregoing, in the event that Freestyle equipment will be made available to UMass Boston (rather than through a Concessionaire), such equipment will be the subject of a separate equipment agreement between the parties and fees will apply.

The basic understanding among the Parties is that the Company and Bottler will provide UMass Boston with reasonable free equipment, service and commodities during the Term, except as provided in this Agreement.

8. Sponsor Employee/Agent Background Check and Conduct. Sponsor shall obtain background information on any applicant, employee, or agent assigned to work at UMass Boston under this Agreement. Such background information shall include, but not limited to, reference checks and verification of prior employment, and any information relevant to the applicant's, employee's, or agent's reliability and trustworthiness. In addition, Sponsor shall perform a criminal record check for any employees or Sponsor agents assigned to work at UMass Boston under this Agreement and shall inform UMass Boston in the event such check discloses a criminal record. UMass Boston shall have the right, in its discretion to request that Sponsor not assign an employee or agent to work at UMass Boston based on the results of the individual's criminal record check. All employees and agents of Sponsor providing services to UMass Boston on Campus shall be well groomed, conduct themselves in a professional and courteous manner, shall wear a uniform that identifies them as employees or agents of Company or Bottler, and such uniform shall display the employee's or agent's name.

9. Termination and Remedies for Loss of Rights.

9.1 In addition to any other legal or equitable remedy, UMass Boston shall have the right to terminate this Agreement upon forty-five (45) days' written notice to Company and Bottler at any time if:

9.1.1 If Sponsor (Company or Bottler) fails to make any payment due under this Agreement, and if such default continues uncured for the forty-five (45) days after written notice of such default is received by Sponsor (Company or Bottler); or

9.1.2 Sponsor (Company or Bottler) breaches any other material term or condition of this Agreement, or any representation or warranty shall prove to have been false or misleading in any material respect and Sponsor fails to cure such breach within forty-five (45) days after written notice of default is delivered to Sponsor and if such breach continues uncured for the forty-five day period referenced in Section 9.1; or

9.1.3 A Bankruptcy Event occurs with respect to the Company or Bottler; provided, however, that UMass Boston shall not have the ability to terminate this Agreement upon any insolvency or other financial instability of Bottler if Company agrees to assume all of Bottler's financial obligations hereunder.

9.2 In addition to any other legal or equitable remedy, Sponsor shall have the right to terminate this Agreement upon forty-five (45) days' written notice to UMass Boston at any time if:

- 9.2.1 UMass Boston breaches any material term or condition of this Agreement, or any representation or warranty shall prove to have been false or misleading in any material respect and UMass Boston fails to cure such breach within forty-five (45) days after written notice of default is delivered to UMass Boston and if such breach continues uncured for the forty-five (45) day period after written notice of such default is received by UMass Boston; or
- 9.2.2 A Bankruptcy Event occurs with respect to UMass Boston; or
- 9.2.3 UMass Boston's right to grant exclusive Beverage availability rights as provided in this Agreement expire, are revoked, or are materially restricted and continues for thirty (30) days after written notice of said expiration or revocation or restriction is received by UMass Boston.

9.3 **Mutual Right to Terminate.** Upon mutual agreement of all of the Parties, and upon receipt and acceptance of not less than sixty (60) days written notice, this Agreement may be terminated on an agreed date prior to the end of the Term without penalty to any party except as set forth in Section 9.4 below. UMass Boston agrees to return all Equipment, vending machines and fountain dispensers and pay to Sponsor a pro rata portion of the costs of refurbishing and installing the Equipment, vending machines and fountain dispensers.

9.4 **Payments in the Event of Termination of this Agreement.**

Upon termination of this Agreement by Sponsor in accordance with Section 9.2, UMass Boston without cause in accordance with paragraph 9.1.4, or the Parties in accordance with Section 9.3, UMass Boston will refund any prepaid unearned fees described in Section 6 above to be calculated using the date of termination or, if earlier, the date of any default hereunder by UMass Boston within thirty (30) days of the effective date of termination or if earlier, the date of default, with the exception of the Upfront Fees.

9.5 If the Campus is closed for more than thirty (30) consecutive days, but less than ninety (90) consecutive days, Sponsor may extend the Term for a corresponding period, whether or not such closure is due to a cause beyond the reasonable control of Boston Campus.

10. Confidentiality. All parties shall comply with all applicable state and federal laws and regulations relating to confidentiality and privacy. Subject to the provisions of applicable law, UMass Boston agrees that the terms and conditions of this Agreement will be kept confidential by UMass Boston, its agents, employees and representatives and will not be disclosed in any manner whatsoever, in whole or in part, by UMass Boston or its agents, employees or representatives without the prior written consent of Sponsor. The foregoing obligation regarding confidentiality shall remain in effect for a period of three years after the expiration of this Agreement.

11. Additional Provisions.

11.1 Each Party will be considered an independent contractor and will not, directly or indirectly, act as an agent, servant, or employee of another, or make any commitments

or incur any liabilities on behalf of the other without the other Parties' written consent. Sponsor further agrees that upon the lawful and reasonable written request of UMass Boston, it will remove from the Campus, permanently if so requested, any employee, agent, vehicle, or other personal property, including vending machines or devices, which in the UMass Boston's lawful and reasonable opinion, is deemed to be detrimental to its best interest.

- 11.2 Each Party shall observe and obey all applicable laws, ordinances, regulations, and rules of the Federal Government, the Commonwealth of Massachusetts, and local municipalities, as well as the rules of the University of Massachusetts Boston which may be applicable to its operation and shall, at its own cost, obtain and maintain all permits and licenses necessary for and to its operation.
- 11.3 Sponsor shall be liable for all renovations of all or any part the premises on Campus, made with the prior written approval of UMass Boston, that may be damaged or destroyed by the acts or omissions of the Sponsor, its employees, agents, guests, or invitees. Sponsor shall return the premises on Campus, upon expiration or termination of the Agreement to UMass Boston in the same condition that existed at the commencement of any Agreement, less reasonable wear and tear.
- 11.4 All personal property, equipment, and devices placed on the premises by Sponsor shall be removed upon the expiration of the Agreement and sixty (60) days advance written request by UMass Boston. If the Sponsor shall fail to remove its property within sixty (60) days of the date of such written notice, UMass Boston may, at its option, and at the Sponsor's risk and expense, move, relocate, or remove said property.
- 11.5 Each Party certifies that it is authorized to enter into this Agreement, is in full compliance with all applicable regulations and requirements of law, as set forth herein and applicable to the terms and conditions of this Agreement. The Company further certifies under the pains and penalties of perjury that Company and Bottler have filed all state tax returns, paid all taxes, and complied with all laws relating to taxes; and has complied with all laws relating to contributions and payment in lieu of contributions to the Employment Security System and Workers Compensation laws. Company and Bottler also represents that they are each qualified to perform the described service(s) and have each obtained all requisite licenses and permits, as may be required, to perform the services.
- 11.6 The Sponsor shall maintain books, records and other compilations of data pertaining to the requirements of the Agreement to the extent and in such detail as shall properly substantiate claims for payment under the Agreement. All such records shall be kept for a period of six (6) years or for such longer period as is specified herein. All retention periods start on the first day after the termination or expiration of this Agreement. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The Governor, the Secretary of Administration and Finance, the State Comptroller, the State Auditor, the Attorney General, the Federal grantor agency (if any), UMass Boston, or any of their duly authorized representatives or designees shall have the right at reasonable times during normal business hours and upon reasonable notice, to examine and copy, at reasonable expense, the books, records, and other compilations of data of the Sponsor which

pertain to the provisions and requirements of this Agreement. Such access shall include on site audits, review, and copying of records. All such books, records and other data and materials will be kept confidential subject to the Massachusetts Public Records law and be treated in accordance with Section 17 of this Agreement.

- 11.7 Sponsor may not use any Agreement funds and none of the services to be provided by the Sponsor hereunder may be used for any partisan political activity or to further the election or defeat of any candidate for public office.
- 11.8 Indemnification of UMass Boston. Sponsor (Company and Bottler) shall defend, indemnify and hold UMass Boston, its officers, employees, and agents harmless from any and against all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorneys' fees and expert fees) arising out of or related to (i) its breach of any term or condition of this Agreement; and/or (ii) the negligence or willful misconduct of Sponsor, its officers, employees, agents, or subcontractors.
- 11.9 UMass Boston Liability. UMass Boston shall be responsible for claims or damages arising out of this Agreement solely to the extent such claims or damages are attributable to the negligent acts or omissions of its employees acting within the scope of their employment in accordance with the Massachusetts Tort Claims Act and subject to all sovereign immunities available to UMass Boston.

The provisions of this Section shall survive the termination of this Agreement.

12. *Representations, Warranties and Covenants.*

- 12.1 UMass Boston represents, warrants and covenants to Sponsor as follows:
 - 12.1.1 UMass Boston has full power and authority to enter into this Agreement and to grant to Sponsor the rights set forth herein.
 - 12.1.2 All necessary approvals for the execution, delivery and performance of this Agreement by UMass Boston have been obtained, and this Agreement has been duly executed and delivered by UMass Boston and constitutes the legal and binding obligation of UMass Boston enforceable in accordance with its terms.
 - 12.1.3 The University of Massachusetts Trademark and Licensing Administration, a part of UMass Boston has the exclusive right to license the UMass Boston Marks. Sponsor will not be charged for additional licensing fees during the Term of this Agreement.
 - 12.1.4 UMass Boston has not entered into, and during the Term of this Agreement, will not enter into, (a) any other agreements (including agreements with any other sponsors of the UMass Boston and/or any Team) which would prevent it from fully complying with the provisions of this Agreement or (b) any agreement granting Beverage availability and merchandising or promotional and/or trademark visibility rights that are inconsistent with the rights granted to Sponsor pursuant to this Agreement, including any agreements with concessionaires or third party food service operators, vending companies,

and/or other entities which sell or distribute Beverages (including agreements with other sponsors of the UMass Boston and/or any Team), except as may be provided in this Agreement. UMass Boston further covenants that it will require compliance with the relevant provisions of this Agreement by third party food service operators, vending companies, concessionaires, and/or other entities which sell or distribute Beverages on Campus.

12.2 Each of Company and Bottler hereby represent, warrant and covenants as follows:

- 12.2.1 Company or Bottler, as the case may be, has full power and authority to enter into and perform this Agreement.
- 12.2.2 All necessary approvals for the execution, delivery and performance of this Agreement by Company or Bottler, as the case may be, have been obtained, and this Agreement has been duly executed and delivered by Company or Bottler, as the case may be, and constitutes the legal and binding obligation of Company or Bottler, as the case may be, enforceable in accordance with its terms.
- 12.2.3 Neither Company nor Bottler, as the case may be, has entered into and during the Term of this Agreement, will enter into, any other agreements which would prevent it from fully complying with the provisions of this Agreement.

13. Insurance.

A. Sponsor (Company and Bottler) shall provide, at its own expense, and maintain throughout the duration of this Agreement the following coverage:

- (i). Statutory Worker's Compensation Insurance And Employer's Liability Insurance in the minimum amount of \$1,000,000 each employee by accident, \$1,000,000 each employee disease and \$1,000,000 aggregate by disease. Sponsor (Company and Bottler) shall cause its insurer to waive its rights of subrogation against UMass Boston for any of its employees Worker's Compensation Claims.
- (ii). General Liability Insurance, to cover bodily injuries and property damage in the amounts not less than \$5,000,000 per occurrence and \$5,000,000 in the aggregate. Sponsor shall endeavor to provide a written notice of policy cancellation to UMass Boston. Sponsor shall cause its insurer to waive its rights of subrogation against UMass Boston. Sponsor shall include the Commonwealth of Massachusetts, the University of Massachusetts, and the University Massachusetts Boston, its trustees, officers and employees, as additional insureds.
- (iii). The above limits may be achieved through a combination of primary and excess/umbrella liability insurance coverage.
- (iv). Automobile Liability Insurance covering owned, non-owned, and hired vehicles with combined limits for bodily injury and property damage of at least five million dollars (\$5,000,000) per accident

- (v) Sponsor shall furnish UMass Boston with a certificate of insurance for each policy, prior to the execution of the Agreement, as evidence that the required coverages are in full force and effect. The certificate shall be reissued at the renewal of each policy and the renewal certificate of insurance for each policy shall be provided to UMass Boston.
- (vi) Sponsor will not terminate any such insurance policy without thirty (30) days prior written notice to UMass Boston. Such termination will constitute a breach of the Agreement, which will be cause for termination of the Agreement by UMass Boston.
- (vii) Sponsor assumes responsibility for loss or damage to Sponsor's personal property brought on the Campus.

14. Construction of this Agreement Choice of Law. This Agreement is entered into in the Commonwealth of Massachusetts, and the laws of the Commonwealth, without giving effect to its conflicts of law principles, govern all matters arising out of or relating to this Agreement and all of the transactions it contemplates, including, without limitation, its validity, interpretation, construction, performance and enforcement.

15. Forum Selection. The Parties agree to bring any action arising out of or relating to this Agreement or the relationship between the Parties in the state courts of the Commonwealth of Massachusetts which shall have exclusive jurisdiction thereof. The Sponsor (Company and Bottler) expressly consents to the jurisdiction of the state or federal courts of the Commonwealth of Massachusetts in any action brought by the Commonwealth or the University arising out of or relating to this Agreement or the relationship between the Parties, waiving any claim or defense that such forum is not convenient or proper. This paragraph shall not be construed to limit any other legal rights of the Parties.

16. Force Majeure. Neither Party shall be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of nature or of a public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the Party whose performance is affected notifies the other promptly of the existence and nature of such delay.

17. Laws. Sponsor shall comply with all applicable laws, rules, regulations, ordinances, orders, or requirements of the Commonwealth and any governmental authority relating to the delivery of the services specified in this Agreement. UMass Boston may require Sponsor to pay fines, penalties, and damages that may arise out of or may be imposed on UMass Boston because of Sponsor's breach or failure to comply with the provisions of this Agreement.

18. Miscellaneous.

- 18.1 Any notice or other communication hereunder shall be in writing, shall be sent via registered or certified mail, overnight courier, or confirmed facsimile transmission and shall be deemed given when deposited, postage prepaid, in the United States mail, addressed as set forth below, or to such other address as either of

the parties shall advise the others in writing:

If to Company:

The Coca-Cola Company
One Coca-Cola Plaza
Atlanta, Georgia 30313
Attention: Business Affairs
Facsimile: (404) 598-0482

If to Bottler:

Coca-Cola Refreshments USA, Inc. d/b/a
Coca-Cola Bottling Company of New England
9 "B" Street
Needham Heights, Massachusetts 02194
Attention: Division Vice President and General Manager
Facsimile: (781) 292-7110

With a copy to:

Coca-Cola Refreshments USA, Inc.
One Coca-Cola Plaza
Atlanta, Georgia 30313
Attention: Chief Legal Officer
Facsimile: (404) 598-7664

If to UMass Boston:

University of Massachusetts Boston
100 Morrissey Boulevard
Boston, Massachusetts 02125-3393
Attention: Assistant Vice Chancellor for Campus Services
Facsimile: (617) 287-5052

With a copy to:

University of Massachusetts Boston
100 Morrissey Boulevard
Boston, Massachusetts 02125-3393
Attention: Assistant Vice Chancellor for Contracts and Compliance
Facsimile: (617) 287-5145


- 18.2 Assignment and Delegation. Neither Party shall assign or in any way transfer any interest in this Agreement without the prior written consent of the other Parties, nor shall a Party subcontract any service without the prior written approval of the other Parties. Notwithstanding the foregoing, Sponsor may assign all or part of its rights and obligations under this Agreement to any licensed Coca-Cola Bottler, The Coca-Cola Company, or any of The Coca-Cola Company's subsidiaries.
- 18.3 The Parties are acting herein as independent contractors and independent employers. Nothing herein contained shall create or be construed as creating a partnership, joint venture or agency relationship between the parties and no party shall have the authority to bind the other in any respect.

- 18.4 No Party shall obtain, by this Agreement, any right, title, or interest in the trademarks of the Parties, nor, except as provided herein, shall this Agreement give any party the right to use, refer to, or incorporate in marketing or other materials the name, logos, trademarks or copyrights of the other Parties.
- 18.5 The captions used in this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of the provisions set forth herein.
- 18.6 This Agreement, including the Exhibits, which are an integral part of this Agreement and are expressly incorporated herein by this reference, shall constitute the final, complete and exclusive written expression of the intentions of the Parties hereto and shall supersede all previous communications, representations, agreements, promises or statements, either oral or written, by or between any Party. This provision shall not be read to invalidate or amend any other written agreements between Sponsor and UMass Boston and/or any Affiliate of Sponsor and UMass Boston. This Agreement, and each of its terms and conditions, may be amended, modified, or waived only in writing signed by each of the Parties hereto. Any such modifications, waivers, or amendments shall not require additional consideration to be effective.

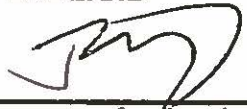
Employees of the University of Massachusetts or the University of Massachusetts, Boston shall not be held personally or contractually liable by or to the Sponsor under any term or provision of this Agreement or because of any breach thereof. This Agreement is not binding until signed by an authorized UMass Boston official.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed.


The Coca-Cola Company, acting by and through Coca-Cola North America


By: MALCOLM BRUNZ
Title: VP, STRATEGIC PARTNERSHIP Mktg
Date: 1/20/16

**COCA-COLA REFRESHMENTS USA, INC.
d/b/a COCA-COLA BOTTLING COMPANY OF
NEW ENGLAND**


By: V.P. Sales / CCK
Title:
Date: 12/17/15

**UNIVERSITY OF MASSACHUSETTS
BOSTON**


By: Ellen O'Connor
Title: Vice Chancellor for
Administration and Finance
Date: 11/12/15

**UNIVERSITY TRADEMARK AND LICENSING
ADMINISTRATION**

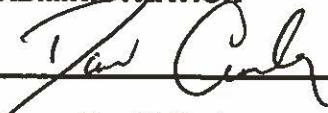

By: David Curley
Title: Director of University Trademark and
Licensing Administration
Date: 11/16/2015

EXHIBIT 1

GLOSSARY OF DEFINED TERMS

"Affiliate" shall mean, as to Company, Bottler, or Sponsor, any other entity which is controlled by, controls, or is under common control with such entity. The term "control" (including the terms "controlled," "controlled by" and "under common control with") shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity.

"Agreement Year" means each twelve-month period beginning with the first day of the Term.

"Ambush Marketing" means an attempt by a third party, without Sponsor's consent, to associate Competitive Products with the Campus, the UMass Boston, the UMass Boston Marks, or any Team, or to suggest that Competitive Products are endorsed by or associated with UMass Boston, the Campus, the UMass Boston Marks, and/or any Team by referring directly or indirectly to UMass Boston, the Campus, or the UMass Boston Marks, and/or the Teams.

"Approved Cups" means disposable cups the design of which is approved by Company from time-to-time as its standard trademark cups and/or vessels and/or other (disposable and non-disposable) containers approved by Company from time-to-time, all of which shall prominently bear the trademark(s) of Coca-Cola and/or other Products on the cup surface. Company's current standard trademark cups are attached hereto as **Exhibit 2**.

"Bankruptcy Event" means an event where party hereto is unable to pay its liabilities when due, or shall make any assignment for the benefit of creditors or file a voluntary petition in bankruptcy or be adjudicated bankrupt or insolvent, or if any receiver is appointed for its business or property, or if any trustee in bankruptcy or insolvency shall be appointed under the governing laws of the United States or of any state.

"Beverage" or "Beverages" shall mean all non-alcoholic beverages (i.e. anything consumed by drinking), whether or not such beverages (i) contain nutritive, food, or dairy ingredients, OR (ii) are in a frozen form. This definition applies without regard to the beverage's labeling or marketing. Powders, syrups, concentrates, and all other beverage bases from which Beverages can be made are deemed to be included in this definition. For the avoidance of doubt, "liquid flavor enhancers", "liquid water enhancers", and non-alcoholic beverages sold as "shots" or "supplements" are considered Beverages. "Beverage" or "Beverages" shall not include fresh-brewed, (hot or iced) coffee and fresh-brewed tea products, unflavored dairy products, tap or filtered water drawn from the public water supply, bulk Spring water in "bubblers" installed on Campus, milk, or juice squeezed fresh on the Campus. Any beverage or beverages sold, dispensed, served, distributed marketed or promoted on the Campus by competitive product suppliers that sponsor or support national tour athletic exhibition teams hosted by UMass Boston or competitive suppliers which have sponsorship agreements with other athletic teams competing at UMass Boston or performers performing at UMass Boston shall not constitute "Beverage" or "Beverages."

"Block," "Blockage," "Blocked" means the alteration, dimming, or obscuring of advertising for whatever reason, including by electronic manipulation or the electronic insertion of virtual signage for Competitive Products.

"Broadcaster" means any entity which for any business purpose publishes, prints, syndicates, televises or broadcasts any photograph, film, videotape or other recording or rendering of the Campus (or any portion thereof) and/or of any event held at the Campus including without limitation, any Team games.

"Campus" means all facilities owned and operated by UMass Boston during the Term of this Agreement which are part of UMass Boston's main campus property, the boundaries of which are depicted on Exhibit A, attached hereto, including all buildings and grounds owned and operated by UMass Boston including, without limitation, branded or unbranded food service outlets, vending locations, press boxes, and all athletic facilities (including players' benches, and locker rooms). UMass Boston reserves the right to negotiate with Sponsor to incorporate additional Campus facilities under the above noted definition in the event UMass Boston acquires any real property, constructs any new buildings not listed above, or initiates any new convenience store operations or restaurants in space not covered by this definition of "Campus" during the Term of the Agreement.

"Competitive Products" mean any and all Beverages other than Products.

"Concessionaire" means any current or future third-party with an agreement with UMass Boston to provide services on the Campus that directly or indirectly relates to the service of Beverages.

"Equipment" means the following types of equipment owned and operated by Sponsor and used to sell or dispense the Products on Campus: (i) full service vending machines ("Vending Machines"); (ii) fountain dispensing equipment, which shall include ice dispensing capability.

"Products" shall mean Beverage products marketed under trademarks or brand names owned by or licensed for use to Company.

"Team" or "Team(s)" means all intercollegiate athletic teams associated with UMass Boston, except any exempt Teams.

"UMass Boston Marks" means UMass Boston's name, Team's name, colors and uniforms, and emblems, and all trade names, trademarks, service marks, designs, logos, mascots, characters, identifications, symbols and other proprietary designs that are in existence on the Effective Date or which will be created during the Term and which are owned, licensed or otherwise controlled by UMass Boston.

EXHIBIT A-1
Product Warranty and Indemnity

Coca-Cola Refreshments USA, Inc., on behalf of itself, other wholly-owned US subsidiaries of The Coca-Cola Company, including without limitation Odwalla, Inc., and Coca-Cola North America ("collectively, CCR"), warrants to you that:

- a. at the time of shipment from CCR, food and beverage products manufactured by CCR ("Products") will be free from material defects and will be suitable for their intended purpose; and
- b. the Products will meet the requirements of the Federal Food, Drug and Cosmetic Act (the "Act"), as amended, including the Food Additive Amendments of 1958, and the amendments resulting from the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 (the "Bioterrorism Act"); will not be adulterated or misbranded within the meaning of the Act; and, will not be products which, under the provisions of Sections 404 and 505 of the Act, may not be introduced into interstate commerce. CCR further warrants that the Products will, at the time of shipment, comply with all other applicable federal and state laws, rules and regulations. This warranty is extended and applicable to any lawful state law in which the definitions of adulteration or misbranding are substantially the same as those in the Act; and
- c. the warranties provided in paragraph (b) above will not apply when any Products are shipped or delivered under a label or labeling designed by or on behalf of Customer, or the Products are manufactured in accordance with written specifications provided by or on behalf of Customer. In such a case, CCR warrants only that the Products will conform to the label, labeling or specifications provided by or on behalf of Customer; and
- d. With respect to post-mix syrups ("Syrup"), coffee and tea, CCR warrants only the Syrup, coffee and tea themselves, and not any product made from the Syrup, coffee or tea, including the finished beverage. No warranty is provided for finished beverages because the finished beverage could incorporate water, CO₂ gas, ice and other ingredients, most or all of which are not provided by CCR.

THE WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND CCR DISCLAIMS ALL OTHER WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Customer agrees that its sole and exclusive remedy for breach by CCR of the warranties provided herein and any applicable implied warranties will be as follows: CCR will, at its sole option, either replace the Products or refund the actual, net purchase price paid by Customer for the Products, and CCR will indemnify and hold Customer harmless against (i) any claim, loss, or expense arising out of the death, disease or bodily injury of a consumer resulting from or caused by the chemical composition of the Products sold to Customer or any ingredient included by CCR in the Products, or (ii) any claim, loss, or expense arising out of any patent or trademark infringement suit in a court of competent jurisdiction based on Customer's use or sale of the Products as contemplated by CCR; provided, however, that any such claim, loss or expense set forth under subsections (i) and (ii) was solely caused by the fault or negligence of CCR, and further provided that the Products were handled under normal conditions of sale, and in accordance with applicable product handling requirements by Customer from the time of delivery until final sale to the consumer; and provided further that (1) Customer gives CCR timely written notice of the assertion or pendency of any such claim, (2) CCR has the right to defend any such claim, and (3) CCR has the right of approval prior to settlement of any such claim.

This Product Warranty and Indemnity sets forth the sole and exclusive remedy for Customer against CCR with respect to the Products, and is the complete agreement between the parties with respect to such subject matter. IN NO EVENT SHALL CCR BE LIABLE TO CUSTOMER, OR ANY OTHER PERSON OR ENTITY, WHETHER IN CONTRACT IN TORT OR ON ANY OTHER LEGAL THEORY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOST REVENUES, PROFITS OR BUSINESS OPPORTUNITIES, OR FOR ANY OTHER COST OR LOSS OF A SIMILAR TYPE.

This Product Warranty and Indemnity is not assignable or transferable, by operation of law or otherwise, and revokes any prior continuing warranty provided with respect to the Products.

Notices required hereunder shall be sent by certified mail to the Risk Management Department, The Coca-Cola Company, P.O. Box 1734, Atlanta, GA 30301.

Last Revision: December 6, 2011

EXHIBIT 2





*University of Massachusetts
Trademark and Licensing Administration*
AMHERST • BOSTON • DARTMOUTH • LOWELL • WORCESTER

Room 920
Lincoln Campus Center
University of Massachusetts
Amherst, MA 01003

Telephone: (413) 577-8125

email: dpcurley@umass.edu

EXHIBIT 3

Combined Non-Exclusive License Agreement to Use Certain Marks of the University of Massachusetts Boston

1. PURPOSE

This agreement is made by The Coca-Cola Company, acting by and through its Coca-Cola North America Group ("Company"), Coca-Cola Refreshments USA, Inc. d/b/a (Coca Cola Bottling Company of New England, with an address of 9 B Street, Needham Heights, Massachusetts 02194 (the "Bottler") (Company and Bottler are collectively referred to herein as "Sponsor") and the University of Massachusetts Trademark and Licensing Administration Program (hereinafter called "Licensing")

WHEREAS, Sponsor desires to be licensed to utilize the University of Massachusetts Boston Marks and logos in connection with the University of Massachusetts Boston Sponsorship Agreement ("Sponsorship Agreement"), of which this Combined Non-Exclusive License Agreement ("Agreement") is a part, Sponsor is subject to the additional terms and conditions of this Agreement.

2. TERM (Date of Execution)

The term of this agreement shall be for a period of five (5) year(s) commencing on January 1, 2015 and ending on December 31, 2020. Should the Sponsorship Agreement terminate for any reason, the license to use the University Marks will terminate immediately. Should the Sponsorship Agreement be extended as provided for in said Sponsorship Agreement, the license to use the University Marks will also be extended for the same term.

3. DEFINITIONS

University Marks designs, trademarks, logotypes, service marks and any other symbols associated exclusively with the identification of the University of Massachusetts Boston

Licensed Articles products and services authorized by the University to bear University marks

4. GRANT OF LICENSE

4.1 Grant - subject to the terms and conditions of this Agreement and the Sponsorship Agreement, Licensing hereby grants Sponsor a non-transferable, non-exclusive license to use the University Marks on, and in conjunction with the marketing, advertising and promotion of their services.

4.2 Limitations on License - no license is granted hereunder for the use of the University Marks for any purpose other than upon or in connection with the services and uses described in this Agreement and the Sponsorship Agreement.

4.3 Exclusivity - Sponsor is granted exclusive rights to use the names, marks Trademarks and logos of the University of Massachusetts Boston subject to the terms and conditions of this Agreement and the Sponsorship Agreement Section C. - Exceptions to Exclusivity.

4.4 Non-Exclusivity- nothing in this Agreement or the Sponsorship Agreement, shall be construed to prevent the University of Massachusetts System, Departments and Campuses with the exception of the Boston Campus, from licensing the use of the University Marks to any other party for any purpose including, without limitations, the grant of other Licenses to other service providers or manufacturers during the term of this agreement for use of the University Marks in connection with Licensed Services or Products either within or outside the United States.

5. Royalties

In consideration of the License herein granted for the use of the University names, marks and logo, an annual royalty fee of \$1000.00, which is understood to cover Sponsor's use of the University Marks in conjunction with the Sponsorship Agreement, will be paid through Sponsor's Sponsorship Fees. The payment will be transferred to the Trademark Administration and Licensing Program by the Office of the Vice Chancellor Administration and Finance.

6. Approval and Quality Standards

Licensing reserves the right to disapprove and prevent the distribution of any service or article bearing the marks of the University that does not meet the standards of quality and propriety. All promotional and marketing material, advertising and/or articles, shall be submitted free of cost to the University of Massachusetts Trademark and Licensing Administration Program, Room 920 Campus Center, Amherst, MA 01003, for approval prior to use. To ease the burden of such submissions, Licensing will permit mock up storyboards, and/or faithful sketches of the intended advertisement or marketing initiative. Licensing agrees to respond within five days of the receipt of the submission and approval shall not be unreasonably withheld.

- Sponsor agrees that all licensed use of the University Marks in promotions, advertising and marketing shall contain the appropriate legends, markings and/or notices as required by the University of Massachusetts.
- Sponsor agrees that each usage of University Marks shall be followed by either "TM" TM or "R" [®], pursuant to Licensing's instructions. All such legends, markings, and/or notices must be provided to Sponsor by Licensing along with the University Marks.
- Sponsor will not significantly deviate from the standards of quality samples and notice requirements upon which use approval is based. Departure from such standards constitutes a breach of a material term of this Agreement. Licensing has the right to require Sponsor to immediately cease use of the University of Massachusetts Marks in connection with its advertising, marketing or promotions if they are not consistent with approved standards and samples.
- Sponsor agrees that it will not use any University Mark or any reproduction thereof in any advertising or promotional material in any manner that may distract from or impair the integrity, character, and dignity of the University Marks or reflect unfavorably upon the University of Massachusetts
- Sponsor shall not use the University Marks in connection with lotteries, alcoholic beverages, tobacco, sexually oriented products or services or in violation of the policies of the University of Massachusetts.

7. Protection of University Marks

- Sponsor acknowledges and agrees that the University is the sole and exclusive owner of all right, title and interest in and to the University Marks. Sponsor agrees that nothing in this Agreement or the Sponsorship Agreement, gives Sponsor any right, title or interest in the University Marks other than the right to use them in accordance with this Agreement. During the term of this Agreement and thereafter, Sponsor will not contest or otherwise challenge or attack the University's rights in the University Marks or the validity of this Agreement.
- Sponsor acknowledges that its breach of this Agreement will result in immediate and irreparable damage to the University and that money damages alone would be inadequate to compensate the University. Therefore, in the event of a breach or threatened breach of this Licensing Agreement by Sponsor, Licensing may, in addition to other remedies, immediately obtain and enforce injunctive relief prohibiting the breach or compelling specific performance.
- Sponsor agrees to assist in the protection of the University Marks. Sponsor, upon specific request from the University, provide documentation and/or specimens regarding use of each University Mark as required by the University.
- Sponsor acknowledges that they will have no ownership rights in the University's Marks should the University Marks appear in conjunction with copyright materials created or held by Sponsor.

8. GOODWILL IN UNIVERSITY MARKS

Sponsor recognizes the value of the goodwill associated with the University Marks and acknowledges that the Marks and all rights therein and the goodwill pertaining to the Marks belong exclusively to the University of Massachusetts. Sponsor further recognizes that the University Marks have acquired secondary meaning.

Sponsor agrees that its use of the University Marks will benefit the University and that Sponsor will not acquire any rights in the University Marks by virtue of the use of the Marks under this Agreement.

9. INDEMNIFICATION/ HOLD HARMLESS

The University shall have no liability for any licensed service offered by Sponsor and Sponsor shall indemnify, hold harmless and defend the University and its trustees, officers, employees and agents thereof, from any and all service liability claims, demands causes of action, or damages, including reasonable attorney's fees, caused by or arising from services offered by Sponsor or out of any action by Sponsor in using the University Marks in connection with the distribution of services or any other use of the University Marks in advertising, marketing or promotion.

10. CONFORMITY TO LAW

Sponsor undertakes and agrees that the use of the University Marks in services, promotions, advertising and/or marketing shall be in conformity with all applicable Federal, State and local laws, ordinances, regulations and rules.

11. SEVERABILITY

In the event that any portion of this Agreement is declared invalid or unenforceable for any reason, such portion is deemed severable here from and the remainder of this Agreement shall be deemed to be, and shall remain, fully valid and enforceable.

12. WAIVER

Failure of either party to require the performance of any term in this Agreement or the waiver by either party of any breach thereof shall not prevent subsequent enforcement of such term nor be deemed a waiver of any subsequent breach.

13. ENFORCEMENT

Sponsor agrees to assist the University in the enforcement of any rights of the University in the University Marks as it relates to this Agreement. Sponsor agrees to notify the University of any infringements by third parties that come to Sponsor's attention as the result of the University and Sponsor Agreement. The University shall have the sole right and discretion to bring infringement proceedings involving the University Marks. However, nothing in this Agreement shall require the University to bring suit or take action for the infringement of any of the University Marks.

14. LIABILITY INSURANCE - Product liability insurance coverage for this Agreement has been provided for in Section 13 of the Sponsorship Agreement. Such policy will, in addition to the coverage customarily included in a General Liability Policy, cover against all claims, demands, causes of action, lawsuits judgments and damages including but not limited to reasonable attorney's fees arising out of all alleged defects in the design, manufacture, sale and use of the Licensed Articles.

15. TERMINATION - Without prejudice to any other right, the University shall have the right to terminate the License Agreement to use certain University Marks of the University of Massachusetts Boston upon written notice to Sponsor if:

- 15.1 Sponsor files any petition under any Federal or State bankruptcy statute, or is adjudicated as bankrupt or insolvent, or if any receiver is appointed for its business or property or if any trustee in bankruptcy is appointed under the laws of the United States Government or of the sovereign states.
- 15.2 Sponsor attempts to grant or grants a sub-license or assigns any right or duty under this Agreement to any person or entity without prior written consent from Licensing.
- 15.3 Sponsor distributes or sells any service or distributes any advertising, promotions or marketing material containing the University Marks without obtaining prior approval and/or continues to sell/distribute or use them after receipt of notice from the University disapproving or withdrawing approval.
- 15.4 Sponsor becomes subject to any voluntary or involuntary order of any government agency involving the recall of any products or services and/or promotional advertising or packaging material because of safety, health, fraud, or misrepresentation, or any other hazard or risk to the public.
- 15.5 Sponsor fails to obtain or maintain the liability insurance required by the Sponsorship Agreement.
- 15.6 Sponsor commits an act or omission directly related to the use of the University Marks that reflects unfavorably or detracts from the good reputation of the University.
- 15.7 Sponsor provides services or advertising, marketing or promotional materials that incorporate the University Marks and which do not conform with all applicable Federal, State or local ordinances, regulations or rules.
- 15.8 Without prejudice to any other right, if Sponsor fails to take the necessary steps to cure any breach by it of any term or condition of this Agreement within thirty (30) days after receipt of written notice of the breach, the Licensing has the right to terminate the Agreement to use University Marks upon written notice to Sponsor.

16. NOTICE

All notices, consents, waivers, statements and other communications concerning the use of the University Marks by Sponsor must be sent to each party at the addresses below unless notification of change of address given in writing. Any notice is to be sent by First -Class mail. Fed X, UPS, or other carrier and will be considered to have been given at the time the mail is received. Artwork and approvals can be sent via E-mail or by FAX.

University of Massachusetts
Trademark and Licensing Administration
Attn: David Curley, Director
Room 920 Campus Center
Amherst, Massachusetts 01003
dpcurley@umass.edu
Tel: 413-577-8125

If to Company:

The Coca-Cola Company
One Coca-Cola Plaza
Atlanta, Georgia 30313
Attention: Business Affairs
Facsimile: (404) 598-0482

If to Bottler:

Coca Cola Refreshments USA, Inc. d/b/a
Coca Cola Bottling Company of New England
9 "B" Street
Needham Heights, Massachusetts 02194
Attention: Division Vice President and General Manager
Facsimile: (781) 292-7110

With a copy to:

Coca-Cola Refreshments USA, Inc.
One Coca-Cola Plaza
Atlanta, Georgia 30313
Attention: Chief Legal Officer
Facsimile: (404) 598-7664

17. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement to use certain University Marks that are associated exclusively of the University of Massachusetts Boston. **Although, certain parts of this Licensing Agreement interact with certain sections of the Sponsorship Agreement between University of Massachusetts Boston and Sponsor, this Agreement is to be considered a separate and independent agreement.** This Agreement shall terminate immediately in conjunction with any termination of the Sponsorship Agreement. Both the Agreement to use certain University Marks of the University of Massachusetts Boston and the Sponsorship Agreement must be executed simultaneously to validate this Agreement. This agreement supersedes all prior understandings and agreements between the parties with respect to the use of the University Marks by Sponsor. Note: The University marks are governed by this agreement. All other terms concerning the University' Agreement with Sponsor are as agreed in the Sponsorship Agreement.

18. LAWS GOVERNING

This Agreement and any controversy arising from it, is governed by the laws of the Commonwealth of Massachusetts.

University of Massachusetts Boston Campus Map

- ★ = Parking lot entrance
- = Shuttle Bus Stop
- = MBTA Bus Stop
- 🚲 = Bike Rack
- 🚲 = Hubway (seasonal)
- = Construction Sites
- ▶ = One Lane Road
- = Pedestrian Route
- = Crosswalks
- ▲ = Construction Access
- = HarborWalk Detour

